

EXHIBIT 4

MASTERTONE LICENSE AGREEMENT ("AGREEMENT")

This Agreement is made as of the 26th day of August 2005, by and between Eight Mile Style LLC and Martin Affiliated LLC, c/o Epstein, Levinsohn, Bodine, Hurwitz & Weinstein, 1790 Broadway, 10th Floor, New York, New York 10019, on the one hand (individually and collectively, "Licensor") and Interscope Records, a Division of UMG Recordings, Inc., 2220 Colorado Avenue, Santa Monica, California 90404, on the other ("Licensee").

1. **Definitions:** As used herein, the following terms will have the following meanings:

- (a) "Affiliate of Licensee" means any corporation or other legal entity, of which 50% or more is owned, directly or indirectly, by Licensee or Universal Music Group, Inc.
- (b) "Artist" means the artist Marshall Mathers, p/k/a "Eminem".
- (c) "Compositions" means that share of all musical compositions written, owned, controlled or administered by Licensor or by any person or entity in which Licensor has a direct or indirect interest or has a direct or indirect owner in common with Licensor, which are embodied on a Master Recording, and which (i) is listed on Schedule A (attached hereto and incorporated herein by reference), or (ii) is initially released after the Artist's album "Encore", or (iii) is written, acquired, or administered by any of the foregoing, directly or indirectly, in whole or in part, during the Term.
- (d) "Master Recording" means all recordings owned, controlled or licensed by Licensee which embody the featured performance of Artist and which have been released on phonorecords. (Phonorecords as used herein shall mean both physical formats and electronic or other digital formats, such as, without limitation, downloads and streams.)
- (e) "Master Ringback Tone" means an excerpt of one individual Master Recording, a transmission of which is acquired by an end-user through any means or medium and which excerpt will be heard by an inbound caller before such end-user's wireless device is answered.
- (f) "Master Tone" means an excerpt of one individual Master Recording, a transmission of which is acquired by an end-user through any means or medium and which is used by such end-user to cause a wireless device to announce the reception of an incoming telephone call by playing such excerpt.
- (g) "Retail Selling Price" means the retail selling price as reported to Licensee by the applicable sublicensee of the Master Tone or Master Ringback Tone concerned. Where Licensee is selling Master Tones or Master Ringback Tones directly to the consumer, the Retail Selling Price shall mean the actual price paid by the consumer for such Master Tone or Master Ringback Tone, less any sales or similar tax included in such price.
- (h) "Term" means the period beginning on the date Licensee or its retailers or sublicensees first makes Master Tones or Master Ringback Tones available for sale hereunder and which for this purpose will be deemed to have occurred on April 20, 2005, and ending on the date which is two years thereafter. For purposes of clarification, (i) Licensee shall not grant any sublicenses which extend beyond the end of the Term unless such sublicense allows Licensee to instruct such sublicensee to cease selling the Master Tones and Master Ringback Tones at the end of

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the Term and Licensee so instructs such sublicensee, and (ii) Licensor acknowledges that the rights granted to end-users in accordance with paragraph 2(a) below in Master Tones and Master Ringback Tones acquired during the Term may be perpetual.

- (i) "Territory" means the United States and its territories, possessions and protectorates.

Miscellaneous:

(d) THIS AGREEMENT SHALL ONLY BE CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE AND PROCEDURAL LAWS OF THE STATE OF MICHIGAN APPLICABLE TO AGREEMENTS ENTERED INTO AND WHOLLY TO BE PERFORMED THEREIN. THE MICHIGAN COURTS SHALL HAVE EXCLUSIVE JURISDICTION OVER THIS AGREEMENT AND ANY CONTROVERSIES ARISING OUT OF THIS AGREEMENT SHALL BE BROUGHT BY THE PARTIES TO THE COURT OF THE STATE OF MICHIGAN, WAYNE COUNTY, OR TO THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN; THE PARTIES HERETO HEREBY GRANT SOLE AND EXCLUSIVE

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Schedule A

Dated: October 14, 2005

The music compositions covered by this agreement are:

40 OZ	Marshall Mathers	12.50%
6 in the Morning	Luis Resto	25.00%
6 in the Morning	Marshall Mathers	46.20%
8 Mile	Luis Resto	5.00%
8 Mile	Marshall Mathers	95.00%
8 Miles & Running	Luis Resto	20.00%
8 Miles & Running	Marshall Mathers	30.00%
American Psycho	Jeff Bass	25.00%
American Psycho 2	Marshall Mathers	10.60%
Amityville	Jeff Bass	25.00%
Amityville	Mark Bass	25.00%
Ass Like That	Marshall Mathers	50.00%
Average Man	Luis Resto	20.00%
Average Man	Marshall Mathers	20.00%
Average Man	Steve King	10.00%
Bad Influence	Jeff Bass	25.00%
Bad Influence	Mark Bass	25.00%
Bad Influence	Marshall Mathers	50.00%
Bang Bang	Marshall Mathers	25.00%
Big Weenie	Marshall Mathers	50.00%
Bltch	Luis Resto	25.00%
Bltch	Marshall Mathers	42.50%
Black Cotton	Luis Resto	5.500%
Black Cotton	Marshall Mathers	14.000%
Black Cotton	Steve King	5.500%
Blow My Buzz	Jeff Bass	40.00%
Cheddar Bob	Marshall Mathers	100.00%
Cheers	Luis Resto	16.67%
Cheers	Marshall Mathers	26.67%
Cheers	Steve King	16.66%
Cleaning Out My Closet	Jeff Bass	50.00%
Crack House	Marshall Mathers	100.00%
Crazy In Love	Luis Resto	12.50%
Crazy In Love	Marshall Mathers	37.50%
Criminal	Jeff Bass	25.00%
Criminal	Mark Bass	25.00%
Crooked Nigga Too	Luis Resto	12.500%
Crooked Nigga Too	Marshall Mathers	12.500%
Curtains Close	Marshall Mathers	100.00%
Curtains Up	Marshall Mathers	100.00%
Devil's Night	Jeff Bass	40.00%
Don't Come Down	Luis Resto	12.50%
Don't Come Down	Marshall Mathers	12.50%
Don't Push Me	Luis Resto	25.00%
Don't Push Me	Marshall Mathers	37.50%

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Don't U Trust Me	Luis Resto	6.250%
Don't U Trust Me	Marshall Mathers	6.250%
Dries	Jeff Bass	30.00%
Drug Ballad	Jeff Bass	25.00%
Drug Ballad	Mark Bass	25.00%
Em Calls Paul	Marshall Mathers	100.00%
Encore	Marshall Mathers	40.00%
Everybody from the 313	Marshall Mathers	100.00%
Evil Deeds	Marshall Mathers	50.00%
Final Thought	Marshall Mathers	100.00%
Follow My Life	Luis Resto	7.65%
Follow My Life	Marshall Mathers	7.65%
Forgot About Dre	Marshall Mathers	50.00%
Get My Gun	Luis Resto	18.80%
Get My Gun	Marshall Mathers	33.40%
Get My Gun	Steve King	19.50%
Ghetto Gospel	Luis Resto	4.165%
Ghetto Gospel	Marshall Mathers	4.165%
Ghost	Luis Resto	22.50%
Ghost	Marshall Mathers	22.50%
Girls	Luis Resto	25.00%
Git Up	Luis Resto	25.00%
Git Up	Marshall Mathers	54.20%
Got Some Teeth	Jeff Bass	8.44%
Got Some Teeth	Luis Resto	11.25%
Got Some Teeth	Marshall Mathers	21.25%
Got Some Teeth	Steve King	7.50%
Hailie's Song	Luis Resto	45.00%
Hands On You	Luis Resto	25.00%
Hands On You	Marshall Mathers	45.00%
Hennessey	Luis Resto	11.750%
Hennessey	Marshall Mathers	15.750%
Hennessey	Steve King	7.500%
High All The Time	Luis Resto	5.00%
High All The Time	Marshall Mathers	5.00%
Hoodrats	Luis Resto	7.50%
Hoodrats	Marshall Mathers	7.50%
Hoodrats	Marshall Mathers	29.20%
How Come	Marshall Mathers	29.20%
Instigator	Jeff Bass	50.00%
Just Lose It	Marshall Mathers	50.00%
Just Lose It	Marshall Mathers	10.00%
Keep Taldn'	Marshall Mathers	10.00%
Kim	Jeff Bass	25.00%
Kim	Mark Bass	25.00%
Kim	Luis Resto	25.00%
Lady	Luis Resto	25.00%
Lady	Marshall Mathers	60.00%
Lady	Luis Resto	5.00%
Leave Dat Boy Alone	Luis Resto	5.00%
Leave Dat Boy Alone	Marshall Mathers	20.00%
Leave Dat Boy Alone	Marshall Mathers	20.00%
Like Toy Soldiers	Luis Resto	12.50%
Like Toy Soldiers	Marshall Mathers	37.50%

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Loss Yourself	Jeff Bass	30.00%
Loss Yourself	Luis Resto	10.00%
Loss Yourself	Marshall Mathers	60.00%
Love Me	Luis Resto	16.67%
Love Me	Marshall Mathers	33.34%
Love Me	Steve King	16.67%
Love You More	Luis Resto	25.00%
Love You More	Marshall Mathers	75.00%
Loyal To The Game	Luis Resto	11.750%
Loyal To The Game	Marshall Mathers	15.750%
Loyal To The Game	Steve King	7.500%
Loyalty	Luis Resto	25.00%
Loyalty	Marshall Mathers	25.00%
Mary Men (aka Death Wish)	Luis Resto	2.50%
Marshall Mathers	Jeff Bass	25.00%
Marshall Mathers	Mark Bass	25.00%
Marshall Mathers	Luis Resto	25.00%
Mocking Bird	Marshall Mathers	75.00%
Mocking Bird	Marshall Mathers	50.00%
Mosh	Marshall Mathers	50.00%
Mother F I'm Dre	Marshall Mathers	50.00%
My 1st Single	Luis Resto	25.00%
My 1st Single	Marshall Mathers	75.00%
My Band	Luis Resto	16.60%
My Band	Marshall Mathers	38.80%
My Band	Steve King	16.60%
N.I.G.G.A.	Luis Resto	11.000%
N.I.G.G.A.	Marshall Mathers	11.000%
Never Enough	Marshall Mathers	17.50%
Never Forget Ya	Jeff Bass	12.50%
Never Forget Ya	Luis Resto	12.50%
Never Forget Ya	Marshall Mathers	35.00%
On Fire	Luis Resto	5.00%
On Fire	Marshall Mathers	5.00%
One Day At a Time	Luis Resto	12.50%
One Day At a Time	Marshall Mathers	21.25%
One Shot, Two Shot	Luis Resto	25.00%
One Shot, Two Shot	Marshall Mathers	43.00%
Out On Bail	Luis Resto	22.50%
Out On Bail	Marshall Mathers	22.50%
Outro	Luis Resto	15.00%
Outro	Marshall Mathers	28.34%
Outro	Steve King	15.00%
Patiently Waiting	Luis Resto	16.60%
Patiently Waiting	Marshall Mathers	29.30%
Paul	Marshall Mathers	100.00%
Pimp Like Me	Jeff Bass	25.00%
Places To Go	Luis Resto	25.00%
Places To Go	Marshall Mathers	25.00%
Puke	Luis Resto	21.375%

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Puke	Marshall Mathers	68.875%
Puke	Steve King	4.750%
Purple Pills	Jeff Bass	20.00%
Rabbit Run	Luis Resto	25.00%
Rabbit Run	Marshall Mathers	75.00%
Rainman	Marshall Mathers	50.00%
Rap Game	Luis Resto	25.00%
Rap Game	Marshall Mathers	33.34%
Ricky Ticky Toc	Luis Resto	16.67%
Ricky Ticky Toc	Marshall Mathers	66.67%
Ricky Ticky Toc	Steve King	16.66%
Runnin'	Luis Resto	14.62%
Runnin'	Marshall Mathers	14.62%
Say Goodbye To Hollywood	Luis Resto	10.00%
Shit Can Happen	Jeff Bass	10.00%
Shit Hit's The Fan	Marshall Mathers	30.00%
Sing For The Moment Again	Jeff Bass	12.50%
Soldier	Luis Resto	25.00%
Soldier Like Me	Luis Resto	18.75%
Soldier Like Me	Marshall Mathers	26.25%
Spend Some Time	Luis Resto	20.25%
Spend Some Time	Marshall Mathers	39.60%
Spend Some Time	Steve King	4.50%
Spit Shine	Luis Resto	16.66%
Spit Shine	Steve King	16.66%
Spread Yo Shit	Luis Resto	5.00%
Spread Yo Shit	Marshall Mathers	5.00%
Square Dance	Jeff Bass	20.00%
Square Dance	Luis Resto	10.00%
Stimulate	Jeff Bass	25.00%
Superman	Jeff Bass	20.00%
Superman	Steve King	10.00%
That's How People	Jeff Bass	10.00%
The Kids	Jeff Bass	22.50%
The Kids	Mark Bass	22.50%
The Kids	Steve King	5.00%
The Uppercut	Luis Resto	17.50%
The Uppercut	Marshall Mathers	17.50%
These Drugs	Jeff Bass	30.00%
Thug 4 Life	Luis Resto	12.500%
Thug 4 Life	Marshall Mathers	12.500%
Thugs Get Lonely Too	Luis Resto	17.500%
Thugs Get Lonely Too	Marshall Mathers	17.500%
Till I Collapse	Luis Resto	25.00%
Till The End	Luis Resto	25.00%
Till The End	Marshall Mathers	25.00%
Under The Influence	Jeff Bass	11.11%
Under The Influence	Mark Bass	11.11%
Warrior part 2	Luis Resto	16.66%

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Warrior part 2	Marshall Mathers	28.32%
Warrior part 2	Steve King	16.66%
We All Die One Day	Luis Resto	20.00%
We All Die One Day	Marshall Mathers	40.00%
We As Americans	Luis Resto	25.00%
We As Americans	Marshall Mathers	75.00%
Welcome To D-Block	Luis Resto	20.00%
Welcome To D-Block	Marshall Mathers	40.00%
Welcome To D-Block	Steve King	20.00%
What's the Difference	Marshall Mathers	17.50%
White America	Jeff Bass	40.00%
White America	Luis Resto	5.00%
White America	Steve King	5.00%
White America	Luis Resto	17.500%
Who Do You Love	Marshall Mathers	17.500%
Who Do You Love	Jeff Bass	33.75%
Without Me	Luis Resto	22.50%
Yellow Brick Road	Marshall Mathers	72.50%
Yellow Brick Road	Steve King	5.00%